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STORAGE

Mercer 1-1-81 - 12/31/82  
TOWNSHIP OF HOPEWELL  
MERCER COUNTY, NEW JERSEY

R E S O L U T I O N

# 81-54

WHEREAS, a negotiated agreement has been reached between  
Hopewell Township Committee and the Hopewell Township Police Association  
concerning the terms and conditions of employment from January 1, 1981  
until midnight, December 31, 1982;

NOW, THEREFORE, BE IT RESOLVED, that the Hopewell Township  
Committee authorizes the proper Township officials to execute this  
agreement.

LIBRARY  
Institute of Management and  
Labor Relations

Date Adopted April 6, 1981

JUN 26 1981

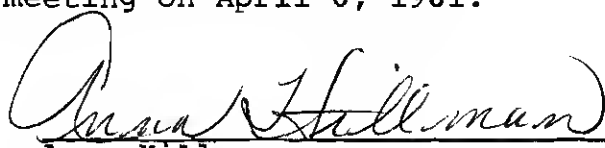
RUTGERS UNIVERSITY

  
James J. Freda, Mayor

Attest:

  
Anna Hillman, Clerk

I, Anna Hillman, Clerk of the Township of Hopewell,  
County of Mercer, do hereby certify the foregoing  
resolution was adopted by the Hopewell Township  
Committee at a regular meeting on April 6, 1981.

  
Anna Hillman  
Township Clerk

Apr 21 11 17 AM '81

HOPEWELL TOWNSHIP AND  
HOPEWELL TOWNSHIP POLICE ASSOCIATION  
F I N A L   A G R E E M E N T

This Final Agreement dated the 6th day of April , 1981  
by and between Hopewell Township, a municipal corporation of the State  
of New Jersey, hereinafter referred to as the "Employer" or the "Township",  
and the Hopewell Township Police Association, hereinafter referred to as  
the "Association".

ARTICLE ONE

INTERPRETATION AND RECOGNITION

A. Interpretation

It is the intention of the parties that this Agreement be construed  
with the P.E.R.C. Act as amended, the Statutes of the State of New Jersey,  
the Ordinances of Hopewell Township, and consistent herewith, the Rules  
and Regulations of the Police Department.

B. Recognition of Bargaining Unit

1. The "Township" hereby recognizes the Hopewell Township Police  
Association as the sole and exclusive negotiating agent and representative  
of all employees in the bargaining unit as defined immediately below,  
for the purposes of collective bargaining, and on all terms and conditions  
of employment and grievances.

2. The bargaining unit, as discussed immediately above, shall  
consist of all full-time dispatchers and patrolmen, now employed or  
hereafter employed, excluding the Chief of Police, Lieutenant, Sergeants,  
School Crossing Guards and Special Officers of the Department. Probationary  
employees shall be included for all benefits as set forth hereafter in  
this Agreement.

C. Binding Agreement

This Agreement shall cover wages and such other conditions of  
employment as set forth herein and shall be binding upon the parties hereto,  
and their successors, as permitted by law.

## ARTICLE TWO

### DURATION OF AGREEMENT

#### A. Duration of Agreement

This Agreement shall be in full force and effective from January 1, 1981, until midnight, December 31, 1982.

#### B. Modification and Successor Agreements

The parties agree that negotiations for a successor agreement, modifying, amending, or altering the terms or provisions of this Agreement shall commence on or about September 1, 1982. In the event that no successor agreement is completed, ratified and executed before December 31, 1982, the present Agreement will continue in full force until said successor agreement has been ratified and executed.

#### C. Agreement To Be Retro-Active

The parties agree that all terms and conditions agreed to will be retro-active to January 1, 1981 from the date of the signing of this Agreement.

## ARTICLE THREE

### MANAGEMENT RIGHTS

It is the right of the "Township" through and by the Chief of Police, to determine the standards of service to be offered by its agencies; determine the standards of selection for employment; direct its employees; take disciplinary action; maintain its operation; and to perform its obligations in an emergency. Decisions on the above matters are subject to the grievance procedure as set forth in Article Eleven herein, provided that such decisions affect terms and conditions of employment. Nothing in this Article shall alter or relieve the "Township" of any of its obligations agreed to and undertaken by this Agreement.

## ARTICLE FOUR

### COLLECTIVE BARGAINING PROCEDURE

#### A. Recognition of Collective Bargaining and Designated Parties

Collective bargaining with respect to the rights and duties of the "Township" and "Employees", the resolution of legitimate grievances, rates of pay, hours of work, and other terms and conditions of employment shall be conducted by the duly authorized bargaining agents of each of the parties in accordance with the provisions of P.E.R.C. Act, as amended. Unless otherwise designated, the Mayor of the "Township" or his designee or designees and the President and/or his designee or designees of the "Association" shall be the respective bargaining agents for the parties.

B. Scheduling of Collective Bargaining Meetings

Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

ARTICLE FIVE

NON-DISCRIMINATION

The "Township" and the "Association" both recognize that there shall be no discrimination by reason of sex, creed, racial origin or age as far as employment is concerned or as far as any opportunity for improvement of jobs or as a continuation of employment. The "Township" further agrees that it will not interfere or discriminate against any employee because of membership in or legitimate activity on behalf of the "Association" nor will the "Township" encourage membership in any other association or union or do anything to interfere with the exclusive representation of the "Association" in the appropriate bargaining unit.

ARTICLE SIX

STRIKES

The "Association" assures and pledges to the "Township" that its goals and purposes are such as to condone no strikes by members of the "Association" nor work stoppages, slowdowns, or any other such method that would interfere with service to the public or violate the laws of the State of New Jersey; and furthermore, the "Association" will not initiate such activities nor advocate or encourage members of the unit to initiate same.

ARTICLE SEVEN

SICK LEAVE

A. Accumulative

As of January 1, 1981, each full-time employee may accumulate sick leave at the rate of eleven (11) days per year. All employees shall have their accumulated sick leave reduced by one day for each working day of approved absence due to illness. Sick leave shall begin to accrue as of the date an employee enters the service of the Township, but may not be taken until he has been in the employment of the Township for six (6) months. Should an employee be absent because of illness during this first six (6) months of employment, he may be placed on leave of absence without pay with approval of the Chief of Police.

1. Sick leave may be accumulated if not used during the year accrued. All sick days earned prior to January 1, 1981, shall be included. Sick leave will not be allowed for any day on which an employee would not have regularly worked.

2. Sick leave may be taken in excess of the amount then accumulated, but not in excess of the total amount which would be accumulated at the end of the calendar year. Such usage of anticipated sick leave will be dependent on the employee's previous sick leave record and must be approved by the Chief of Police and the Administrator.

B. Notification of Accumulation

Employees shall be given a written accounting of accumulated sick leave days on or about February 1st each year.

C. Certificate of Inability to Work

A certificate of inability to work by reason of illness by a licensed Doctor of Medicine, Osteopath, examination by the Township Doctor, and such other evidence of inability to work as the Chief of Police shall deem necessary may be required as evidence of illness before compensation for the period of illness is allowed.

1. When an employee has been absent for five (5) consecutive working days or longer because of illness, he shall be required to report to the Township Doctor before returning to work. The Township Doctor will make

a report of the illness and determine if the employee is medically fit to return to work. The Police Chief will not authorize an employee's return without authorization of the Township Doctor which shall be made on the proper form.

2. An employee who is taken ill on authorized annual leave may report the circumstances by phone or wire, and upon presenting a doctor's certificate, may be allowed to charge to sick leave the time lost by reason of illness while on annual leave.

D. Sick Leave Incentive

As an incentive to use sick leave for its intended purpose, and to increase productivity, and reward employees with excellent attendance records, the following policy will apply:

A record will be kept of total eligible sick leave accumulation in Hopewell Township employment for each employee, including personal days annually turned over to sick leave.

A cumulative record of used sick leave will also be kept for each employee. Once a year an audit will be made of total accumulation and usage and reported to each employee.

Upon retirement an employee will receive payment for 25% of the total eligible sick leave accumulation or \$2,000. whichever is less. No payment will be made for days that have been used.

This benefit will be available only to employees eligible to retire with benefits under the provisions of the Public Employees Retirement System.

Example:

<u>Assumption</u>	<u>Calculation</u>
For an employee who has 25 years of service and has not taken an average of one personal day each year, but has used an average 2 days of sick leave annually	<p>25 years of service @ 11 days = 275 days</p> <p>Assume 1 personal day per year is rolled over to sick time = 25 days</p> <p>Total Eligible Days 300 days</p> <p>X .25</p> <p>75 days</p> <p>Days taken during career - 50 days</p> <p>Payment upon retirement at daily rate upon retirement X 25 days</p> <p>Retirement Sick Leave Bonus \$50.</p> <p>\$1250.</p>

ARTICLE EIGHT

SPECIAL LEAVE

A. Types of Leave

As of January 1, 1981, employees shall be entitled to the following temporary non-accumulative leave of absence with full pay unless otherwise noted.

1. Death and Serious Illness - Up to three (3) days at any one time due to death or serious illness of any employee's spouse, child, parent, father-in-law, mother-in-law, brother, sister, and any other members of the immediate household.

2. Good Cause - Other leaves of absence with pay or without pay may be granted by the "Township" for good reason and such leave of absence shall not be unreasonably or arbitrarily denied.

3. Injury Time - Each full-time, regular, permanent employee and each probationary employee occupying a full-time, permanent position who is unable to work as a result of an injury arising out of and in the course of his employment with the Township shall receive injury time benefits for resultant time lost during a period not to exceed twelve (12) months following the date of injury.

An employee entitled to injury time benefits shall receive them on the same semi-monthly or bi-weekly basis as he normally receives salary. Such benefits shall be computed on the basis of his recent salary.

When an employee has been unable to work for such time as to be entitled to weekly Workmen's Compensation benefits, the Township shall be entitled to take credit for a refund of injury benefits so paid in an amount equal to weekly Workmen's Compensation benefits payable for said disability. It is intended hereby that no employee shall receive more in injury time and Workmen's Compensation benefits than he would normally receive if working.

An employee who is eligible for injury time benefits and who becomes disabled or continues to be disabled after twelve (12) months from the date of an injury arising out of and in the course of his employment may



use one/half day of accumulated sick leave for each day of absence to supplement Workmen's Compensation benefits in an amount equal to full injury time benefits. Sick leave and annual leave shall continue to accrue while an employee is receiving injury time and sick time benefits as herein provided and shall cease to accrue while an employee is receiving Workmen's Compensation benefits only. If and when employee or employees are fit to return to duty in a "light duty" status they will do so. At such time "injury time" provisions will no longer be applicable.

B. In Addition to Leave

Leaves taken pursuant to Sections A1, 2, and 3 above shall be in addition to any leave that the employee is entitled to.

ARTICLE NINE

INSURANCE PROTECTION

As of the date of the execution of this Agreement by the parties, the "Township" shall provide the health care and life insurance protection designated below. The "Township" shall pay the full premium for each full-time employee, and where appropriate, for family-plan insurance coverage. The carrier will be Crown Life Insurance Company for Major Medical and Life and Disability and Blue Cross for Hospitalization.

A. Hospitalization Basic Benefits are as follows:

Semi-Private Daily Room and Board  
365 Days Annually  
Unlimited Hospital Extras, excluding telephone and television  
In full, Intensive Care and Cardiac Care  
Hospital Maternity Benefits for Mother and Infant  
Treatment for Accidental Injuries and Other Out-Patient  
Benefits as Outlined in Subscription Certificate

B. Medical, Surgical Benefits are as follows:

\$ 1,600.00 Surgical  
\$ 100.00 Laboratory and X-Ray  
\$ 10.00 Daily Medical Maximum  
\$ 300.00 Supplemental Accident  
\$ 1,600.00 Radiation Therapy  
  
Maternity (Doctor bill)  
\$ 400.00 Normal Delivery Maximum  
\$ 520.00 Caesarean Section Maximum

C. Major Medical Basic Benefits are as follows:

\$1,000,000.00 Lifetime Maximum  
Room and Board, Semi-Private  
80%-20% Co-insurance to \$2,500.  
100% Thereafter  
\$ 100.00 All Cause Deductible Per Person  
\$ 300.00 Family Deductible

D. Life Insurance and Accidental Death and Dismemberment Insurance

Coverage will be provided in a policy at 1 1/2 times the annual salary of the employee.

E. Copies of brochures explaining the insurance benefits will be provided by the "Township" to each employee.

ARTICLE TEN

POLICE VEHICLE EQUIPMENT

As of the signing of this Agreement, all Police Vehicles shall be equipped with air conditioning and A. M. radio.

It is agreed that all other equipment provided is the prerogative of the "Township".

ARTICLE ELEVEN

GRIEVANCE PROCEDURE

A. Definition of Grievance

A grievance shall be defined as an alleged violation or a dispute by an employee group, employer, employee, the "Association", or by the "Township" concerning the application, meaning or interpretation of any provision of this Agreement.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, and as quickly as possible, an equitable solution to the problems which may arise from time to time which affect the employee so as to insure efficiency and promote employee morale. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Limitation

No settlement of a grievance presented by an employee shall contravene the provisions of this Agreement.

D. Period for Filing Grievance

All grievances shall be filed within fifteen (15) days when the employee or employer has knowledge of the occurrence or should have knowledge of the occurrence.

E. Procedure

Level 1. FIRST STEP GRIEVANCE

All first step grievances shall be oral as shall responses to them by the "Township". The employee's immediate supervisor or person designated by the Chief of Police shall receive, screen, and process all grievances within five (5) days of receipt. The processing shall take place without discrimination and irrespective of membership or affiliation with the "Association".

Level 2. CHIEF OF POLICE

If unsettled in Step 1, the immediate supervisor or person designated by the Chief of Police, as set forth in Level 1, shall, within five (5) days after the screening of any grievance, submit such grievance to the Chief of Police for resolution.

Level 3. ADMINISTRATOR

In the event that the parties are unable to resolve the grievances as to Level 2, either party may, within five (5) days after the hearing by the Chief of the Police Department at Level 2, refer the grievance to the Administrator for resolution.

Level 4. TOWNSHIP COMMITTEE

In the event the grievance is not resolved at Level 3, or if no decision has been rendered within ten (10) working days after the grievance was delivered to the Administrator, either party, within five (5) working days after a decision by the Administrator or fifteen (15) working days after the grievance was delivered to the Administrator, whichever is sooner, may request in writing that said grievance shall be referred to the Township Committee for resolution.

Level 5. ARBITRATION

In the event the grievance is not resolved at Level 4, or if no decision has been rendered within ten (10) working days after the grievance was delivered to the Township Committee, either party may

request in writing that said grievance shall be referred for impartial binding arbitration.

Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the employer and the employee. If the "Township" and the employee cannot mutually arrive at a satisfactory arbitrator within twenty (20) working days after receipt of the list for the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and such rules and regulations as may be in effect by the Public Employment Relations Commission of the State of New Jersey which might be pertinent and render his award in writing which shall be final and binding. The cost of the arbitrator's fee shall be borne equally by the "Township" and the "Association". Any steward or officer of the "Association" required in any of the above grievance procedures to settle disputes on any arbitration, shall be released from work without loss of pay for such purpose and any witness without loss of pay for the purpose of disposing of any grievance or arbitration matter in official process or hearing relating to the grievance. In the event PERC is not able to provide the required service, the American Arbitration Association will be used.

#### Extensions and Modifications

Time extensions may be mutually agreed to by the "Township" and the "Association".

#### Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and designated or selected representatives heretofore referred to in this Article.

A permanent record shall be kept in all proceedings in a manner that is agreeable to both parties. All cost shall be borne equally by the "Township" and the "Association."

ARTICLE TWELVE

ANNUAL LEAVE

Annual leave shall be defined as vacation and holidays. Holidays to be defined by New Jersey Statute, Township Ordinance and/or by a resolution of the Township Committee.

A. Accumulation

Regular full-time employees shall accumulate annual leave as follows:

Completed less than ten (10) years' service.....23 working days  
per year

Completed ten years and one day to 19 years,  
364 days service.....28 working days  
per year

Completed twenty (20) years' service.....33 working days  
per year

Annual leave will be accrued on a monthly basis; however, new employees must successfully complete six (6) months of the probationary period before being eligible to receive annual leave benefits.

B. Maximum Accumulation

Maximum annual leave accumulation will be limited to that which accrues to an employee in two years.

C. Scheduling of Leave

It is hereby recognized that the scheduling of annual leave periods is management prerogative. In accordance with such recognition, annual leave periods shall be taken in workweek blocks (as much as that is possible) and approved by the Chief of Police in accordance with his decision to maintain efficiency and smooth operation of the department. Nevertheless, individual exceptions may be made to such "block" vacation periods upon the application to and approval by the Chief of Police.

D. Holidays

Any additional day allowed to other employees as "holidays" shall be credited as additional annual leave to Police personnel.

E. Compensation at Termination or Death

Employees who terminate service, for any reason, will be paid

accumulated annual leave benefits in the last pay check to be received by the employee.

If an employee should die without utilizing the annual leave benefits to which he would have been fully entitled, his beneficiary shall receive the annual leave pay amounts representing such unused benefits.

#### ARTICLE THIRTEEN

##### SALARIES

###### A. Salaries

All patrolmen and dispatchers presently at maximum will move to the new maximum figure effective January 1 of each year of the contract.

Those at maximum:

	<u>1/1/81</u>	<u>1/1/82</u>
Beckman	\$19,800.	\$21,475.
Benner	19,800.	21,475.
Carnall	19,800.	21,475.
Collins	19,800.	21,475.
Meyer	19,800.	21,475.
Moran	19,800.	21,475.
Powell	19,800.	21,475.
Smith	13,150.	14,300.
Sterling	13,150.	14,300.
Van Hise	13,150.	14,300.

Other members will be compensated as follows effective January 1 for the respective year.

Reading	\$15,750.	\$17,525.
Fechter	17,000.	19,050.
Allen	12,700.	13,650.
Byrne	12,150.	13,100.

###### B. Salary Schedule

The following will constitute the Police Association salary schedule:

###### Patrolman

<u>Step #</u>	<u>1981</u>	<u>1982</u>
1	\$12,500.	\$12,500.
2	13,500.	13,500.
3	14,500.	14,500.
4	15,750.	15,750.
5	17,000.	17,525.
6	18,100.	19,050.
7	19,800.	21,475.

ARTICLE FIFTEEN

EDUCATION INCENTIVE

A. Tuition Cost

For the purpose of encouraging police personnel to continue their education, the Township will reimburse employees 50% of the cost of tuition for enrollment in courses leading to degrees in law enforcement. These will be approved courses in recognized law enforcement curriculum such as Trenton State or Rider College.

B. Textbook Cost

The Township will also pay for the required texts for the recognized courses which will become the property of the Township and part of the Criminal Justice Library in the Police Department.

C. Pay Increases

Upon completion of requirements and award of an Associate Degree or an equivalent number of credits in a bachelors program in law enforcement, the Township will add \$350. to the base pay of the police officer.

Upon completion of requirements and award of a Bachelors Degree in law enforcement, the Township will add \$700. to the base pay of the police officer.

D. Approval of Enrollment in Program

All courses to be taken relative to this program must have the prior approval of the Chief of Police. This is to accommodate reimbursement procedures and enable proper scheduling to minimize potential work-class conflicts.

ARTICLE SIXTEEN

REGULAR WORK PERIOD

The regular work period is defined as a four (4) week cycle consisting of one hundred sixty (160) hours per cycle.

Dispatchers

<u>Step #</u>	<u>1981</u>	<u>1982</u>
1	\$10,850.	\$11,500.
2	11,500.	11,850.
3	11,850.	12,150.
4	12,150.	13,100.
5	12,700.	13,650.
6	13,150.	14,300.

In addition to the above salary schedule, Mrs. Betty Jean Smith is to receive an additional \$250. per annum for services rendered as a matron through December 31, 1981 only.

Employees not at the maximum salary step shall remain in their 1982 salary step and receive any and all <sup>additionally negotiated</sup> monies for said step until July 1, 1983 except for Dispatcher Allen who shall be placed at the maximum dispatcher step as of August 1, 1982. *Handwritten: HAW, JAC, G.S., P.E.*

C. Post Contract Provision

On July 1, 1983 Patrolman Fechter shall be placed at the maximum patrolman salary step; Dispatcher Byrne shall be placed at the maximum dispatcher step; Patrolman Reading will be placed on Step 6 of Patrolman Salary scale.

Provided, however, that the parties hereby covenant and agree that the \$2,574.00 necessary to effect the above salary changes will be included in and a part of any total increased expenditures for salary and benefits negotiated or awarded in arbitration for the length of the successor agreement.

ARTICLE FOURTEEN

PERSONAL DAYS

Effective as of the signing of this Agreement, the "Township" shall give each employee two (2) personal days that the employee can take off at his discretion, with approval of the Chief of Police, with no loss of pay, annual leave, or sick time.

Any personal days not taken by the end of the year will be added to the employee's sick leave accumulation. Personal days will not be paid in cash if not taken, nor accumulate as personal days from year to year.



ARTICLE SEVENTEEN

OVERTIME

A. Overtime defined

Overtime is defined as any time in excess of one hundred sixty (160) hours during any regular work period spent by an employee who is authorized, directed, or required to work longer than this regular tour of duty and who received approval for such work.

B. Computation of Overtime

Overtime shall be calculated beginning thirty (30) minutes after the completion of the normal working shift. In the event that the employee is required to remain at his duty beyond the completion of his shift, the overtime period shall commence at the end of the scheduled work shift and run through the completion of the aforesaid duty.

C. Payment of Overtime

The rate of overtime shall be at one and one-half times the employee's hourly rate. The hourly rate shall be computed by dividing the employee's annual salary by 2,080. Overtime shall be computed and paid on the pay date which shall fall immediately after the completion of each four-week cycle.

D. Effect of Annual Leave and Sick Leave

Whenever an employee shall take one or more annual leave or sick days during a regular work period, then the one hundred sixty (160) hours shall be diminished by eight (8) hours for each day of annual leave or sick leave taken during that regular work period for the purposes of determining when overtime commences.

E. Call Back

1. Minimum - In the event there is a call back to duty when the employee is not scheduled to work, said employee shall receive a minimum of four hours' compensation at the overtime rate whether the said employee shall work such entire four-hour period. However, the balance of call back time after addressed to the emergent situation shall be applied to productive departmental work unless the employee waives his right to the balance of the call back period.

2. Court Appearance - Whenever an employee should be required to appear before a Grand Jury, Municipal Court, County Court, State Superior Court, State Supreme Court, or Federal Court, or any administrative tribunal on a job-related matter such time during which he is so engaged shall be considered a time of assignment to, and performance of, his regular duty.

Whenever such appearance occurs outside his normal working hours, the employee shall receive a minimum of four (4) hours compensation subject to the productive work requirement in paragraph 1 above. The rate of compensation for this time shall be determined as set forth in paragraph A through D above.

#### ARTICLE EIGHTEEN

##### SCHEDULE

It is recognized that the determination of the work schedule is the prerogative of the Chief of Police or his representative.

#### ARTICLE NINETEEN

##### UNIFORM AND EQUIPMENT MAINTENANCE AND REPLACEMENT

All uniform and equipment shall be supplied and replaced for all employees by the Township at no expense to the employee as set forth in General Order 22 dated January 28, 1981 which is hereby incorporated and made part of this Agreement as Appendix A. The base replacement costs shall be \$230.00 per employee for 1981.

All cleaning, maintenance, and repair of uniforms and equipment shall be supplied by the Township at no expense to the employee.

#### ARTICLE TWENTY

##### DETECTIVE CLOTHING REPLACEMENT PROGRAM

A.

The Township recognizes that the Officer assigned to perform the Detective's duties, will be required to wear his personal street-business clothing while performing his assigned duties. The Township agrees, to reimburse the assigned Detective annually for the general wear resulting from his daily wearing of his personal street-business clothing in the

performance of Township business. In an effort to provide a fair and equitable reimbursement, the Township agrees, upon presentation of purchase slips for new clothing, the assigned Detective will be allowed reimbursement up to but not exceeding \$300.00 annually.

B.

It is further agreed that emergency replacement may be authorized by the Chief of Police, for articles of street-business clothing damaged during the performance of duty during an emergency or assigned duty at anytime during the year.

#### ARTICLE TWENTY-ONE

##### SEHEDULE CHANGES

The assignment of employees to the schedules developed by the Chief of Police or his representative, under Article Twenty, is recognized to be the prerogative of the Chief of Police or his representative.

Under normal working conditions, an employee will be notified five (5) days before any change.

#### ARTICLE TWENTY-TWO

##### FALSE ARREST INSURANCE

Effective as of the date of the execution of this Agreement, the Township shall purchase and maintain insurance coverage on behalf of each employee against any expenses incurred in any proceeding and any liabilities asserted against said employees in their capacities as a member of the Police Department of the Township of Hopewell, County of Mercer.

Such insurance coverage shall include protection and indemnification concerning claims or actions in the nature of "false arrest" or malfeasance against said employee. The Township shall not insure nor be liable for punitive damages awarded due to wanton and willful acts on the part of said employee. This insurance contract/coverage shall be approved by the "Township" and the "Association".

ARTICLE TWENTY-THREE

TENURE FOR DISPATCHERS

A. Tenure for Future Employees

From the date of this signing forward, individuals who occupy the position of dispatcher will obtain tenure upon completion of their third full year of employment with the Township.

B. Definition of "Tenure"

Tenure means removal from employment can be accomplished for cause only, and grants full due process procedures and protections to the employee if a cause proceeding is commenced.

ARTICLE TWENTY-FOUR

MEETING PLACE

The "Township" shall permit the "Association" to use the Township building for its meetings.

ARTICLE TWENTY-FIVE

MUTUAL RECOGNITION OF EXISTING OBLIGATIONS AND

CONDITIONS

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the Township Ordinances and Rules and Regulations of the Police Department of the Township enforced on said date shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, it is recognized to be the prerogative of the Chief of Police or his representative to add as the situation demands, additional Rules and Regulations, changes or additional Special or General Orders, so long as the intent of these additional orders and/or Rules and Regulations including Personnel Orders, are not to abrogate the terms of this Agreement entered into by both parties of this contract.

ARTICLE TWENTY-SIX

SAVING CLAUSE

In the event that any provision of this Agreement shall be finally

determined to be in any violation of any applicable law or regulation, such determination shall not impair the validity of enforceability of the remaining provisions of this Agreement.

ARTICLE TWENTY-SEVEN

SPECIAL DUTY ACTIVITIES

A.

In those instances where provision is made with and through the Department to secure the services of a regular police officer during off-duty hours, said police officer shall be deemed to be acting in his official capacity.

B.

Remuneration for said duty shall be made through the municipality and shall be paid by the second pay date which shall fall after the completion of said duty.

C.

Scheduling for said duty shall be on a rotating seniority basis, and shall be assigned in accordance with the Special Duty Policy of the Department.

D.

Compensation shall be computed on the officer's regular hourly rate.

ARTICLE TWENTY-EIGHT

ABSENCE OF SQUAD SERGEANT

The procedure to be followed and the responsibility of patrolmen in the absence of a squad sergeant shall be in accordance with Special Order 100 signed March 3, 1981, which is hereby incorporated and made part of this Agreement as Appendix B.

IN WITNESS WHEREOF, the undersigned have affixed their signatures  
as the duly authorized legal representatives of the "Township" and  
the "Association" on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

HOPEWELL TOWNSHIP  
POLICE ASSOCIATION

By Anna M. Canall

By Carlton D. Sterling

By Frank T. Furlong

HOPEWELL TOWNSHIP  
MERCER COUNTY, NEW JERSEY

By John J. ...

By Chief Matthew J. Maloney

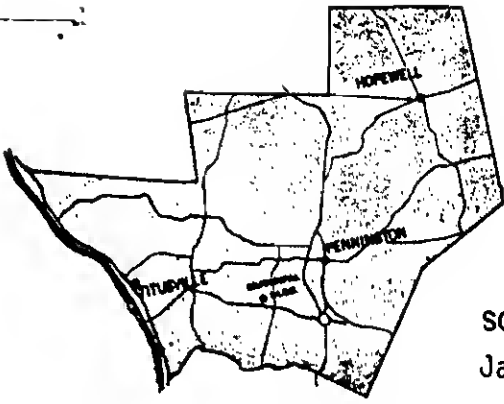
By H. Steven Wood

Approved by Hopewell Township Committee April 6, 1981.

Attest:

Anna Hillman  
Anna Hillman, Clerk

APR 11 1981



# Township of Hopewell

## POLICE DEPARTMENT

MERCER COUNTY

SCOTCH ROAD • TITUSVILLE, N. J. 08560 • TELEPHONE 609 737-3100

January 28, 1981

MATHEW J. MALONEY, CHIEF OF POLICE

### GENERAL ORDER NO. 22

SUBJECT: POLICE UNIFORM ISSUE AND YEARLY REPLACEMENT POLICY

TO: ALL POLICE PERSONNEL

Effective immediately the following police uniform policy will be instituted and will apply to all police personnel.

### INITIAL UNIFORM ISSUE

<u>ITEM</u>	<u>PATROLMEN</u>	<u>DISPATCHER</u>	<u>SPEC. OFFICER</u>	<u>CROSS GUARD</u>
** L/S Shirts	7	7	3	3
** S/S Shirts	7	7	3	3
** Trousers	4	4	2	2
** Ties	2	2	2	2
** Police Cap	1	0	1	1
** Winter Cap	1	0	1	1
** Shoes (Blk. Plain)	1	1	0	0
** Skirts	0	3	3	3
* Hip Jacket	1	1	1	1
* Winter Mackinaw	1	0	1	1
* Raincoat W/Cover	1	0	1	1
* Patches	16	15	8	8
* Collar Letters	2	2	2	2
* Name Plate	1	1	1	1
* Breast Badge	1	1	1	1
* Cap Badge	1	0	1	1
* Pocket Badge	1	0	0	0
* Rain Boots	1	0	1	1
* Sam Brown Belt W/Stp	1	0	1	0
* Holster	1	0	1	0
* Cuff Carrier	1	0	1	0
* Hand Cuffs	1	0	1	0
* Revolver	1	0	1	0
* Night Stick	1	0	1	0
* Flashlight	1	0	1	0

\* Signifies direct payment, responsibility of Township.

\*\* Items covered under replacement-reimbursement provisions of this order.

## GENERAL ORDER NO. 22 (Continued)

The cost of providing the above initial items of uniform equipment to all newly appointed police personnel, shall be the responsibility of the Township.

UNIFORM REPLACEMENT POLICY

## 1. DAMAGED UNIFORM-EQUIPMENT

All articles of Uniforms which become damaged and unwearable as a result of an accident occurring while the officer is performing assigned police duty, shall be replaced at direct Township expense, following an inspection and approval by the Chief of Police, as may be needed or required during a given budget year.

## 2. SPECIAL EQUIPMENT

The following items of equipment, shall be replaceable at all times, at the direct expense of the Township, i.e.; Leather equipment, Badges, Name Plates, Collar Letters, Patches, Rain Coats and Boots, Revolver, Night Sticks, Flashlights, Hand Cuffs, Uniform Hip and Mackinaw Jackets.

## 3. YEARLY UNIFORM REPLACEMENT-REIMBURSEMENT

Each Officer who is a full-time member of the Department as of March 1st annually, shall be entitled to participate in a uniform replacement-reimbursement program for worn out clothing items including long and short sleeve shirts, trousers, ties, caps, shoes and skirts.

The Township shall provide annually in its police budget an amount of money to be utilized for the continuance of this uniform replacement-reimbursement program. This budget amount shall be equal to the previous year's budget allocation, plus five percent (5%), in any given year. The amount of the uniform reimbursement-replacement allocation per individual officer, will be announced by the Chief of Police following administrative/committee approval by March 1st. annually.

The Township will designate a specific uniform supplier annually, from whom all uniform replacements may be purchased, including the style, color and quality of the uniform. If not purchased from this supplier, the officer must match the designated style uniform in both quality and color.

The general provisions of this policy will permit an Officer to purchase those articles of uniform which he or she knows are worn-out and in need of replacement, in the quantity that fits their own personal replacement needs, up to the amount budgeted under the replacement-reimbursement portion of the program.



GENERAL ORDER NO. 22 (Continued)

UNIFORM REPLACEMENT POLICY

Each officer will, as part of this policy, pay the uniform supplier for each article purchased by him/her and thereafter will be entitled to submit this paid receipt with a voucher to the Township for full reimbursement. Where the amount is over and above the announced yearly individual's allocation, said purchases will be solely the responsibility of the Officer.

4. SPECIAL OFFICER - CROSSING GUARD UNIFORMS

The same provisions of initial uniform supplies provided by the Township will be applicable to these appointed Officers.

Replacement of Uniforms and equipment for Special Officers and Crossing Guards, will be handled annually by the Chief of Police. Following inspection and after determining the needs of these Officers the Chief will request funds in his annual budget to provide for their replacement.

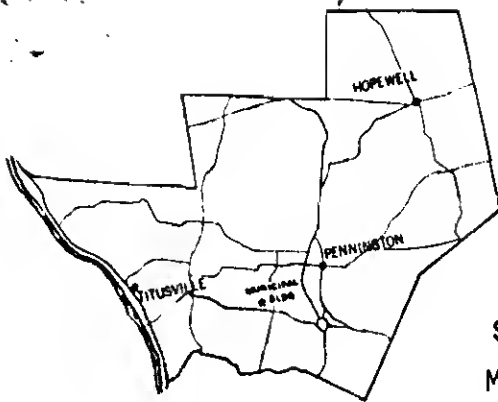
Where replacement is necessary because of damaged clothing or equipment, occurring in the line of duty, the provisions outlined in item 1. shall be applicable.

This order shall remain in effect until further notice.

BY ORDER OF:

Mathew J. Maloney  
Chief of Police

APR 21 11 16 AM '81



# Township of Hopewell

## POLICE DEPARTMENT

MERCER COUNTY

SCOTCH ROAD • TITUSVILLE, N. J. 08560 • TELEPHONE 609 737-3100

March 3, 1981

MATHEW J. MALONEY, CHIEF OF POLICE

SPECIAL ORDER NO. 100

SUBJECT: PROCEDURE TO BE FOLLOWED AND THE RESPONSIBILITY  
OF A PATROLMAN, IN THE ABSENCE OF THE SQUAD SERGEANT.

TO: ALL POLICE PERSONNEL

The following procedure shall become effective immediately. Whenever a Squad Sergeant is absent from duty, because he is off, on annual leave, sick, or on a personal day, etc., the Senior Officer on duty, or at his request the Squad Dispatcher, shall in the event of all serious incidents contact one of the following Superior Officers.

Chief Mathew J. Maloney  
Lieutenant Henry W. Way  
Detective Sergeant Emil Erdelsky

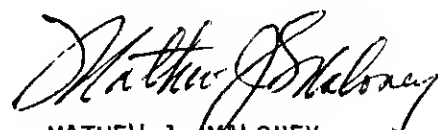
This Officer will advise the Superior contacted, of the nature of the incident and request his advice and approval of departmental action, which is appropriate to the situation in question. This procedure will also apply to requests for overtime authorization.

It will not be mandatory that the above contacted Superior, be required to report to the scene or station on all questioned matters. Their respective judgement will determine the need for such response based on the facts presented.

The intent of this order is to relieve our Patrolmen of the responsibilities for performing supervisory functions. However, nothing in this order shall relieve any Patrolman from any duties and responsibilities normally assumed by a Patrolman.

This order shall remain in effect until further notice.

BY ORDER OF:

  
MATHEW J. MALONEY  
CHIEF OF POLICE

18. MAY 11 17 1981